

Terms & Conditions

Disclaimers

1. We provide services facilitating the issuance of medical certificates by Australian registered medical practitioners based on your responses to an online assessment (Medical Certificate Services). We also provide services facilitating the issuance of specialist referrals by Australian registered medical practitioners based on your responses to an online form (Specialist Referral Services, and together with Medical Certificate Services, the Services). The doctors review your submitted information asynchronously or, where necessary, synchronously, and the decision to issue a medical certificate or a specialist referral is solely at the discretion of the doctor. The certificate or referral may be issued at the doctor's discretion, based solely on the information provided and their medical expertise
2. As part of our Services, a medical practitioner may determine that additional information is required before making a decision regarding your medical certificate request or specialist referral request. In such cases, the doctor may request further clarification or additional details from you via a secure messaging feature. You acknowledge that failure to respond to such a request may result in your application being declined.
3. Additionally, if the doctor assesses that the originally requested dates on the medical certificate do not align with their professional medical judgment, they may adjust the dates accordingly. This adjustment ensures that the issued medical certificate adheres to professional medical guidelines and may result in a certificate that does not match the initially requested dates. You acknowledge that such modifications are made at the discretion of the medical practitioner and do not guarantee the issuance of a certificate covering your originally requested period.
4. Our services are intended to provide non-urgent medical certificates for situations such as sick leave or minor ailments, and non-urgent specialist referrals. If you require immediate medical attention or are in an emergency, contact your treating general practitioner or dial 000.
5. If you have any doubts about the appropriateness of using our Services or are in an urgent, dangerous, or emergency situation, do not use our Services. Instead, contact 000 immediately or seek alternative and appropriate medical care.
6. As part of our Services, our role is limited to facilitating the submission of your information to an Australian registered medical practitioner for review. The medical practitioner, based on their medical expertise, will determine whether to issue a medical certificate or a specialist referral. We do not guarantee that a certificate or referral will be issued and accept no responsibility for the medical decisions made by the practitioners.

7. By using our Services, you acknowledge that we are not liable for any medical advice, diagnosis, or treatment provided by the medical practitioner. We do not provide any direct medical advice or guarantee the outcome of any assessment. The issuance of a medical certificate or specialist referral is based solely on the discretion and professional judgment of the doctor.
8. Our Services also include the validation of medical certificates for third parties, such as employers, universities, and other institutions (Validation Services). These Validation Services involve verifying the authenticity and accuracy of existing medical certificates, subject to the reviewing medical practitioner's discretion based on the information provided and the original certificate issuer. We do not guarantee the outcome of the validation review, nor do we accept liability for third-party decisions based on the validated information.

Our Disclosures

9. Our complete terms and conditions are outlined below, but here are some key points you should be aware of before accepting these Terms:
 - 9.1. We will handle your personal information in accordance with our privacy policy, available at <https://www.hoothealth.com.au/privacy-policy>.
 - 9.2. Subject to your rights under Australian Consumer Law:
 - 9.2.1. Our total liability for any claim arising from or in connection with these Terms will be limited to the fees paid by you for the specific Service to which the claim relates.
 - 9.2.2. We are not responsible for any consequences arising from your failure to provide accurate, current, and complete health or medical information, or for any errors, omissions, or negligence on the part of the medical practitioners reviewing your information.
 - 9.2.3. We are not responsible for any consequences arising from third-party reliance on our Validation Services, for which we disclaim responsibility for any direct, indirect, or consequential damages arising from third-party actions based on the validated certificate(s).
 - 9.2.4. We are not liable for any failure to follow reasonable instructions provided by us, any consequential losses, or for delays or failure to perform due to events beyond our control (Force Majeure).
 - 9.3. The final decision to issue a medical certificate or a specialist referral rests entirely with the reviewing medical practitioner. We do not guarantee that a certificate or referral will be issued. Medical practitioners have the discretion to:

- 9.3.1. Issue certificates, including backdated certificates, based on their professional judgment and the information provided.
 - 9.3.2. Issue specialist referrals based on their professional judgment and the information provided.
 - 9.3.3. Request additional information from you before making a final decision, which may involve a secure chat feature enabling direct communication between you and the Practitioner.
 - 9.3.4. Modify the requested dates on a medical certificate where the original request falls outside professional medical guidelines, in which case a certificate may be issued with adjusted dates at the Practitioner's discretion.
- 9.4. These Terms do not limit your rights and remedies under Australian law, including your rights under the Australian Consumer Law.

Acceptance

10. These terms and conditions (Terms) are entered into between Wellnet Pty Ltd ACN 674790142 (we, us, or our) and you, collectively referred to as the Parties, and each a Party.
11. We provide an online platform (Platform) that allows you to submit information via an online assessment (Assessment) to an Australian registered medical practitioner (Practitioner). The Practitioner will review your responses and, at their sole discretion, decide whether to issue a medical certificate or a specialist referral. The Practitioner may issue a certificate with backdated dates or adjusted dates if necessary based on the information provided in the Assessment and their professional medical judgment.
12. You accept these Terms by the earlier of:
 - 12.1. Acknowledging and agreeing to these Terms on the Platform;
 - 12.2. Completing and submitting the online Assessment on our Platform; or
 - 12.3. Making payment of any part of the fees for the Services.
13. These Terms will terminate upon the completion of the Services related to your submission (as determined by us), including the Practitioner's review and decision regarding the issuance of a medical certificate or specialist referral.
14. You acknowledge that any use of validated certificates for external purposes, such as submission to employers, employees, universities or other entities, is undertaken at your

own risk. We do not bear responsibility for how third parties interpret or act upon validated certificates provided through our Services.

Services

15. Our services consist of facilitating the review of your responses to an online assessment by an Australian registered medical practitioner (Practitioner), who will determine whether to issue a medical certificate at their sole discretion (Services). The Practitioner may, based on their professional judgment and the information you provide:
 - 15.1. issue a medical certificate, including one that is backdated if deemed appropriate.
 - 15.2. issue a specialist referral if deemed appropriate.
 - 15.3. request additional information via a secure messaging feature before making a final determination.
16. In consideration of your payment of the fees, we will provide the Services in accordance with these Terms, either directly or through our Personnel.
17. While we will use reasonable efforts to ensure timely provision of the Services, any timeframes provided for the Practitioner's review or issuance of a medical certificate or specialist referral are estimates only, and we are not liable for any delays.
18. The final decision to issue a medical certificate or specialist referral rests entirely with the Practitioner, and we do not guarantee that a certificate or referral will be issued as part of the Services.
19. Our Services also encompass the Validation of existing medical certificates for third parties, such as employers, universities and similar institutions (Validation Services). The validation process is strictly limited to verifying the information and authenticity of the medical certificate as assessed by the reviewing medical practitioner based solely on the provided documentation and additional information if required. We are not liable for third-party decisions based on this validated information.

Specialist Referrals

20. Our Specialist Referral Services facilitate your request for a referral letter to a medical specialist. This service is provided through an online assessment reviewed by an Australian registered medical practitioner. It is intended for non-urgent referrals and is

not a substitute for an in-person consultation for specialist medical advice, diagnosis, or treatment.

21. The decision to issue a specialist referral is solely at the discretion of the Practitioner reviewing your online assessment. The Practitioner will base their decision on the information you provide and their professional medical judgment. The Practitioner may reject a referral request if they deem it inappropriate, insufficient, or if an in-person consultation is required.
22. To request a specialist referral, you must complete the online assessment form, providing accurate, current, and complete information, including your medical history and reasons for seeking specialist consultation. The Practitioner may request additional information from you via the secure messaging feature to make an informed decision. Failure to provide such information may result in the rejection of your referral request.
23. Upon approval, a referral letter addressed to a medical specialist will be sent to you. This letter will contain the necessary information for the specialist to understand the reason for the referral. We do not guarantee referral to a specific specialist or clinic. It is your responsibility to share this referral letter with the specialist of your choice and to arrange your specialist appointment.
24. Our Specialist Referral Services do not include:
 - 24.1. Urgent or emergency referrals.
 - 24.2. Referrals that require a prior in-person consultation or physical examination.
 - 24.3. Referrals for conditions that fall outside the scope of general practice, as determined by the Practitioner.
 - 24.4. Guarantee of acceptance by a specialist or specific appointment times.
 - 24.5. Payment for specialist consultations; these are your responsibility.
 - 24.6. We do not provide specialist medical advice, diagnosis, or treatment through this service.
25. The issuance of a specialist referral does not guarantee that the specialist will accept you as a patient, provide a specific diagnosis, or offer a particular treatment. The specialist's decision and subsequent medical care are independent of our Services.

Third Party Providers

26. You acknowledge and agree that access to our Platform and Services may rely on certain third party providers (Third Party Providers), including but not limited to IT infrastructure, cloud storage, and customer relationship management (CRM) systems. You agree to comply with any applicable terms and conditions set by such Third Party Providers (Third Party Terms) at all times.
27. If you do not agree to or comply with any relevant Third Party Terms, this may affect our ability to provide the Services to you. We are not responsible for any disruptions, delays, or limitations to the Services that result from your failure to comply with these Third Party Terms.
28. To the maximum extent permitted by law, we will not be liable for, and you waive and release us from any liability caused or contributed to by, arising from, or connected with any Third Party Terms or the actions, omissions, or failures of Third Party Providers.
29. This clause regarding Third Party Providers will survive the termination or expiry of these Terms.

Third Party Medical Providers

30. You acknowledge and agree that:
 - 30.1. The role of our Platform is to facilitate the submission of your responses to an Australian registered medical practitioner (Third Party Medical Provider), who will independently assess the information you provide and, at their sole discretion, determine whether to issue a medical certificate or a specialist referral. This includes the discretion to issue a certificate backdated based on the assessment of your responses.
 - 30.2. You are responsible for ensuring that the information you provide in the online assessment is accurate, current, and complete. The decision to issue a medical certificate or a specialist referral is made solely by the Third Party Medical Provider, and we do not influence or control the medical decisions of these providers.
 - 30.3. The Practitioner may request additional information from you if they deem your initial submission insufficient. If additional information is required, a chat will be opened between you and the Practitioner to facilitate further assessment. Failure to provide the requested information may result in the Practitioner refusing to issue a certificate or a specialist referral.
 - 30.4. The Practitioner reserves the right to modify the dates on a medical certificate if the original request falls outside professional medical guidelines. In such cases,

the Practitioner may issue a certificate that does not correspond with the originally requested dates.

- 30.5. You will comply with any terms and conditions set by the relevant Third Party Medical Providers, as well as any reasonable instructions they provide.
31. To the maximum extent permitted by law, we are not liable for, and you waive and release us from any liability arising from or connected with:
 - 31.1. Any decision made by a Third Party Medical Provider, including the refusal to issue a medical certificate or a specialist referral;
 - 31.2. Any failure by the Third Party Medical Provider to provide its services professionally, accurately, or in a timely manner; and
 - 31.3. Any acts, omissions, or negligence on the part of the Third Party Medical Provider.
32. This clause regarding Third Party Medical Providers will survive the termination or expiry of these Terms.

Consultations

33. You may request a review for a medical certificate or a specialist referral by completing the online assessment form (Assessment Request). We may, at our discretion, accept or reject an Assessment Request.
34. You must provide accurate, current and complete information, including your name, contact details and responses to the health-related questions in the assessment form.
35. Once we receive your Assessment Request and payment, we will confirm receipt via email. The medical certificate or a specialist referral, if issued, will be based on the independent discretion of an Australian registered medical practitioner (Practitioner) who reviews the information asynchronously. The Practitioner may issue a certificate backdated based on their professional judgment and the information provided.
36. The Practitioner reserves the right to request additional information from you before making a determination. If additional information is required, a chat will be opened between you and the Practitioner to facilitate further assessment. Failure to provide the requested information may result in the Practitioner refusing to issue a certificate or a specialist referral.
37. The Practitioner reserves the right to modify the dates of the requested certificate if the original request falls outside professional medical guidelines. In such cases, the

Practitioner may issue a certificate that does not correspond with the originally requested dates.

38. It is your responsibility to ensure that the information submitted is correct. The Practitioner reserves the right to refuse to issue a certificate or a specialist referral if the information is incomplete or inaccurate.
39. While we strive to process requests in a timely manner, unforeseen circumstances may delay the review. We are not liable for any such delays, and no guarantee is made regarding the time it will take for the Practitioner to complete the review.
40. The following services are *not* covered under our consultations:
 - 40.1.1. Centrelink medical certificates;
 - 40.1.2. Bail hearing medical certificates;
 - 40.1.3. Reporting for bail medical certificates;
 - 40.1.4. Jury duty medical certificates;
 - 40.1.5. Court appearance medical certificates;
 - 40.1.6. Assessments for patients under 6 months old;
 - 40.1.7. Consultations regarding chest or abdominal pain;
 - 40.1.8. Long-term health issues lasting more than two weeks;
 - 40.1.9. Chronic diseases;
 - 40.1.10. Workers' compensation claims;
 - 40.1.11. Travel insurance claims;
 - 40.1.12. Fit-for-duty or fitness-for-"x" certificates;
 - 40.1.13. Return-to-work certificates;
 - 40.1.14. Clearance to travel;
 - 40.1.15. Single-day medical certificates for individuals under 18 years old;
 - 40.1.16. Requests for S8 medications.
 - 40.1.17. Urgent specialist referrals;
 - 40.1.18. Referrals requiring prior in-person examination;
 - 40.1.19. Referrals outside the scope of general practice as determined by the Practitioner.

41. These exclusions help define the scope of services provided and ensure that the consultations remain appropriate for non-urgent medical certificate and specialist referral requests .

Cancellations

42. You may cancel your medical certificate request or specialist referral request at any time by emailing us. In your cancellation request, you must clearly identify your Assessment Request and specify your intent to cancel. Your cancellation will not take effect until we confirm receipt and acceptance of the cancellation in writing.
43. Please note the following cancellation policies:
 - 43.1. You may cancel your medical certificate request or specialist referral request at any time before the Practitioner has begun reviewing your submission. If we confirm your cancellation before the review starts, a full refund will be provided.
 - 43.2. Same-day requests can only be cancelled if the cancellation is made prior to the Practitioner commencing the review. The cancellation request must be submitted via email and confirmed by us before the review starts. If confirmed, a full refund will be issued.
 - 43.3. We reserve the right to cancel your medical certificate request or specialist referral request in the following circumstances:
 - 43.3.1. If you fail to pay the required fee;
 - 43.3.2. If there are no available Practitioners to review your request. In this case, we will issue a full refund;
 - 43.3.3. If your conduct is deemed abusive or inappropriate towards the Practitioner. In this case, no refund will be provided.
44. If the Practitioner or our platform encounters technical issues or determines that your medical condition requires immediate in-person medical care, we may cancel the assessment and issue a full refund.

Records

45. We will retain all relevant records related to your online medical certificate request or specialist referral request (Records) in accordance with all applicable Australian laws and regulations, including any mandated data retention periods. The Records will be

stored electronically and securely by us for the duration of your engagement with our service and beyond, as required by law.

46. You acknowledge and agree that the Records are and will remain the sole property of our company. You do not acquire any ownership rights to the Records by virtue of using our service.
47. You may request a transfer of the Records to your current health practitioner upon termination or expiry of these Terms. Such a request must be made in writing and will be processed in a manner consistent with applicable laws and our data handling policies. We will provide the Records to your nominated health practitioner within a reasonable timeframe.
48. Please note that the decision to issue a medical certificate, including the possibility of backdating the certificate, or to issue a specialist referral rests solely with the evaluating doctor. Our platform facilitates the submission of your information to the doctor but does not guarantee the issuance of a certificate or specialist referral.
49. The Practitioner's decision to request additional information, modify certificate dates, or decline a certificate or specialist referral will be recorded as part of your Records.
50. We are committed to protecting your personal information and ensuring that any Records are handled in compliance with the Australian Privacy Principles (APPs) under the Privacy Act 1988 (Cth). We will implement reasonable measures to safeguard your Records against unauthorised access, use, or disclosure.
51. All Records will be managed in compliance with the Australian Privacy Act 1988 (Cth) and any other relevant legislation. We will take all necessary steps to ensure our practices align with statutory obligations and regulatory requirements concerning the retention, handling, and transfer of Records.

Payment

52. Payment for the online medical certificate service or specialist referral service is required at the time you submit your request for a certificate or referral through our online portal. Payment secures the processing of your request and submission to the evaluating doctor.
53. We may utilise third-party payment processors, such as Stripe, to handle payment transactions. By using our service, you acknowledge and agree that we do not have control over the operations or actions of these third-party providers. Your transactions may be subject to the terms and conditions of the third-party payment processor.
54. You must not attempt to pay, or make payments, through fraudulent or unlawful means. If you use a debit card or credit card to make a payment, you warrant that you are

authorised to use the card for such transactions. In the case of direct debit payments, by providing your bank account details and accepting these Terms, you authorize our nominated third-party payment processor to debit your account in accordance with these Terms. You certify that you are either an account holder or an authorized signatory on the account for which you provide details.

55. We do not store any credit card details or payment information. All payment transactions are processed securely through our third-party payment processor. We implement reasonable security measures to protect your payment information, but we cannot guarantee the absolute security of data transmitted over the internet or stored by third parties.
56. Payment for the service is non-refundable once the request for a medical certificate or specialist referral has been submitted and processed. The decision to issue a certificate, including the possibility of backdating the certificate, or a specialist referral, is at the sole discretion of the evaluating doctor. Therefore, no refunds will be provided for decisions made by the doctor or for certificates or referrals issued at the doctor's discretion.
57. You agree to pay all applicable fees associated with the service, including any taxes or charges that may apply. These fees are subject to change and will be communicated to you before you complete your request.

Refund

58. Subject to the Cancellation clause, fees paid for the online medical certificate service or specialist referral service are non-refundable once the request has been submitted through our online portal. This policy is in accordance with your Consumer Law Rights under Australian law. Fees will not be refunded for requests that do not result in the issuance of a medical certificate or a specialist referral, regardless of the outcome of the evaluation by the doctor.
59. We do not guarantee that a medical certificate will be issued or a specialist referral will be granted or validated. The decision to issue a certificate, including the possibility of backdating the certificate, or a specialist referral, is solely at the discretion of the evaluating doctor. As such, we are not liable for any outcomes resulting from the doctor's evaluation or the decision to issue or not issue a certificate or referral.
60. Nothing in these Terms affects your rights under the Australian Consumer Law. If you believe you are entitled to a refund under the Australian Consumer Law due to a defect in our service or other legal entitlement, you should contact us directly to discuss your concerns. We will comply with any applicable statutory obligations.
61. If you wish to cancel your request before it has been submitted to the evaluating doctor, you may be entitled to a refund subject to our Cancellation Policy. Once the request has

been processed and submitted, cancellations are not permitted, and no refunds will be issued.

62. To request a refund under the applicable Consumer Law rights, please contact our customer service team with the details of your request. We will review your request in accordance with the relevant legal requirements and respond to you in a timely manner.

Medical Certificates

63. Medical certificates are issued based on the evaluation of your submitted responses by our medical professionals. The issuance of the certificate is subject to the discretion of the evaluating doctor, who reviews the information asynchronously.
64. We permit doctors to issue medical certificates that may be backdated from the date of issuance. This allows flexibility in acknowledging the timing of your medical condition as assessed through the provided responses.
65. If your request pertains to a single day, the certificate will reflect the date of the request or the date of the medical condition as assessed by the doctor.
66. Certificates for multiple days may be issued, but they will not extend beyond 30 days from the date of the request or the date assessed by the doctor.
67. To maintain patient privacy and confidentiality, medical certificates issued through our service will not specify detailed patient conditions by default. However, for an additional fee, patients may choose to include the general reason they selected for their medical certificate (e.g., "common cold," "migraine," or "anxiety/stress"). This information will be included only if the patient selects this option at the time of their request.
68. It is your responsibility to ensure that all information provided during the booking process is accurate and complete. Once a medical certificate is issued, it cannot be amended or reissued based on updated or corrected information.
69. Medical certificates will not be issued to individuals under the age of 18. Patients under 18 requiring medical documentation must seek an in-person consultation with a medical practitioner.
70. The decision to issue a medical certificate, including any backdating, is entirely at the discretion of the evaluating doctor. We do not guarantee the issuance of a certificate, and the final determination rests with the medical professional reviewing your submission.
71. We do not issue medical certificates for any legal or judicial purposes, including but not limited to:

- 71.1. court appearances
 - 71.2. jury duty
 - 71.3. bail hearings or reporting for bail
 - 71.4. subpoenas
 - 71.5. or any other legal obligations requiring a medical certificate.
72. We offer a service to validate previously issued medical certificates for third parties. This validation is performed solely by the reviewing professional and involves verifying the legitimacy of existing certificates upon third-party request. Validating medical certificates issued through our service will not specify detailed patient conditions, Validation Services will simply state the issue date, Patient Name and impacted period. Validation Services do not imply or guarantee endorsement, and we disclaim liability for how third parties interpret or act on validated certificates.
73. Validated certificates provided to employers, universities, or similar institutions will maintain patient privacy by confirming only the legitimacy of the certificate and its relevance to the specified period without disclosing specific medical conditions. Validation Services do not create new medical advice or assessments, and third parties may not rely on validation beyond the scope of medical certificate authentication.

Medicare Rebates

74. The Services provided by our medical practitioners are privately billed and Medicare rebates do not apply.
75. Our medical certificate Validation Services and Specialist Referral Services are privately billed and do not qualify for Medicare rebates or Private Health Insurance Claims.
76. As there is no new medical consultation, Validation Services and Specialist Referral Services do not qualify for a Medicare rebate or private health insurance reimbursement.

Private Health Insurance Rebates

77. Given the absence of a Medicare item number, we are unable to provide a detailed invoice that can be submitted for private health insurance claims (Private Health Insurance Claims). The entire cost of the Consultation must be paid by the patient in advance of the Consultation.

Your Obligations

78. You agree to (and, where applicable, ensure that your representatives or authorized personnel agree to):
 - 78.1. Adhere to these Terms and all applicable Australian laws and regulations.
 - 78.2. Comply with our reasonable requests related to the provision of our services.
 - 78.3. Provide all necessary documentation, information, instructions, and cooperation required for us to process your request for a medical certificate or specialist referral. This includes, but is not limited to, accurate responses to questions in our online portal and, if applicable, your Medicare card number.
 - 78.4. Ensure that all information and documentation you provide in connection with the request for a medical certificate or specialist referral are true, correct, and complete. You acknowledge that inaccuracies or omissions in the information provided may affect the evaluation and issuance of the certificate or referral.
 - 78.5. Not disclose, share, or provide access to our services or the information provided through our platform to any third party without our prior written consent. This includes maintaining the confidentiality of any personal or medical information shared during the process.
79. You agree to cover any additional costs reasonably incurred by us as a result of your failure to comply with these obligations. This includes costs arising from the provision of incorrect or incomplete information or any breach of confidentiality.
80. If you are requesting Validation Services for an existing certificate, you confirm that all information and documentation you provide are accurate, correct, and complete. Any inaccuracies, omissions, or tampering with original documentation may result in rejection of the validation request and potential liability for misrepresentation.

Confidential Information

81. Each party receiving Confidential Information (Receiving Party) agrees:
 - 81.1. Not to disclose any Confidential Information of the disclosing party (Disclosing Party) to any third party, except as permitted under these Terms.
 - 81.2. To take reasonable measures to protect the Confidential Information from loss, damage, or unauthorised disclosure.
 - 81.3. To disclose Confidential Information only to those of its personnel who need to know the information for the purpose of fulfilling obligations under these Terms,

provided that such personnel are bound by confidentiality obligations that are at least as protective as those in this Confidential Information clause.

- 81.4. To use Confidential Information solely for the purpose of performing obligations or exercising rights or remedies under these Terms.
 - 81.5. Information shared as part of Validation Services will be treated as Confidential Information and will only be disclosed to third parties, such as employees, employers or other institutions to confirm the validity of the medical certificate.
82. The obligations regarding Confidential Information do not apply to information that:
- 82.1. Must be disclosed to comply with obligations under these Terms.
 - 82.2. Is authorised for disclosure by the Disclosing Party in writing.
 - 82.3. Is in the public domain or becomes publicly available without breach of these Terms or any other duty of confidentiality.
 - 82.4. Must be disclosed pursuant to legal obligations or regulatory authority requirements, including under subpoena, provided that (to the extent permitted by law) the Receiving Party provides prior notice to the Disclosing Party of the intended disclosure.
83. Each party acknowledges that monetary damages may not be sufficient to remedy a breach of this Confidential Information clause. The Disclosing Party is entitled to seek injunctive relief or any other available legal or equitable remedy to prevent or address a breach or continuing breach of this clause.
84. The confidentiality obligations set forth in this Confidential Information clause will survive the termination or expiration of these Terms.

Australian Consumer Law

85. Certain legislation, including the Australian Consumer Law (ACL) and similar consumer protection laws, may grant you rights, warranties, guarantees, and remedies relating to the provision of our services that cannot be excluded, restricted, or modified by agreement (Consumer Law Rights). To the extent that you retain Consumer Law Rights under such legislation, nothing in these Terms excludes, restricts, or modifies those Consumer Law Rights.
86. Subject to your Consumer Law Rights, we provide our services, including the processing and issuance of medical certificates, on an "as is" basis. We disclaim all conditions, warranties, and representations, whether implied by statute, law, or otherwise, except as expressly stated in these Terms. This includes any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

87. To the fullest extent permitted by law, our liability for any failure to comply with a Consumer Law Right, including any failure to provide a medical certificate or other service as requested, is limited to the re-performance of the services or, at our discretion, a refund of the fee paid for the service.
88. Our Validation Services are provided 'as is' and without warranties, including any implied warranties of merchantability or fitness for a particular purpose, as they are based solely on the review of documentation provided and do not constitute a new medical consultation, diagnosis, or assessment.
89. The provisions of this Australian Consumer Law clause will survive the termination or expiry of these Terms.

Liability

90. To the maximum extent permitted by law, we shall not be liable for, and you hereby waive and release us from any claims or liabilities arising from, or connected with:
 - 90.1. Any inaccuracies or incompleteness in the health and medical information you provide to us or to the evaluating doctor.
 - 90.2. Your failure to adhere to any instructions provided by us or the evaluating doctor, including any failure to follow the terms of use or guidelines set forth.
 - 90.3. Any events or circumstances beyond our reasonable control that affect the provision of our services.
 - 90.4. Your selection of a reason for a medical certificate or specialist referral, including any third-party reliance or interpretation of that reason.
 - 90.5. The refusal to issue a medical certificate or specialist referral, including on the basis that the patient is under 18 years of age.
91. Subject to your Consumer Law Rights and to the maximum extent permitted by law:
 - 91.1. Neither party shall be liable for any consequential, incidental, indirect, or special losses or damages arising from the use of our services or any failure to provide a medical certificate or specialist referral.
 - 91.2. A party's liability for any claims under these Terms will be reduced proportionately to the extent that such liability was caused or contributed to by the acts or omissions of the other party (or any of its personnel), including any failure by the other party to mitigate its loss.

- 91.3. Our total aggregate liability for any claims arising from or in connection with these Terms will be limited to the amount of fees paid by you for the specific service giving rise to the liability.
92. The outcome of our Validation Services or Specialist Referral Services is based on existing documentation provided by you. We disclaim any liability for third-party decisions or consequences resulting from reliance on the validation outcome or specialist referral outcome. Our role is limited to authenticating the accuracy and legitimacy of the existing certificate to the best of our ability, without making new medical assessments.
93. For Validation Services, we disclaim liability for any third-party interpretation, reliance, or consequences of the validation outcome, as our review is limited to the existing information provided by you and does not constitute medical advice, assessment, or endorsement.
94. **Third-Party Reliance Disclaimer:** Our Validation Services are conducted solely to confirm the authenticity and accuracy of existing medical certificates based on information provided by you and the original issuer. We do not guarantee or assume liability for any third-party interpretation, decision, or action taken based on the validation results, as these services do not constitute medical advice, assessment, or endorsement. You acknowledge that any third-party reliance on the validation outcome is their responsibility. Similarly, for Specialist Referral Services, any reliance by third parties on the referral outcome, including specialist acceptance or subsequent medical care, is solely their responsibility.
95. The provisions of this Liability clause will survive the termination or expiration of these Terms.

General

96. **Amendment of Terms:** We reserve the right to amend these Terms at any time by providing written notice to you. By clicking "Submit and proceed to payment" or continuing to use our online medical certificate platform and services after receiving such notice, or 30 days after the notice (whichever is earlier), you agree to the amended Terms.
97. **General Assignment:** Subject to this clause, neither party may assign, novate, or transfer any part of its rights or obligations under these Terms without the prior written consent of the other party, which consent shall not be unreasonably withheld.
98. **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
99. **Disputes:**

- 99.1. Before initiating court proceedings related to any dispute arising from these Terms (Dispute), the parties must first meet and attempt to resolve the Dispute within 10 Business Days of notifying the other party of the Dispute.
- 99.2. If the Dispute remains unresolved after this meeting, either party may refer the Dispute to mediation administered by the Australian Disputes Centre.
100. **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
 - 100.1. As soon as reasonably practicable, notifies the other party in writing of the Force Majeure Event, including details of the event and the extent to which it affects performance; and
 - 100.2. Uses reasonable efforts to mitigate the duration and adverse effects of the Force Majeure Event.
 - 100.3. If the Force Majeure Event prevents a party from performing a material obligation under these Terms for more than 60 days, the other party may terminate these Terms by providing notice, which will be effective immediately unless otherwise stated in the notice. This clause does not affect a party's obligation to pay any amounts due and payable under these Terms.
101. **Governing Law:** These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia, and any courts entitled to hear appeals from those courts, and waives any objection to proceedings being brought in those courts.
102. **Notices:**
 - 102.1. Any notice given under these Terms must be in writing and addressed to the addresses specified in these Terms or the most recent address notified by the recipient. Notices may be sent by standard post or email.
 - 102.2. Notices sent by post will be deemed to have been served 48 hours after posting, and notices sent by email will be deemed to have been served at the time of transmission.
103. These Terms do not create a partnership, joint venture, employment, or agency relationship between the parties.

Definitions

104. In these Terms, unless the context otherwise requires, capitalised terms have the meanings set out below:
105. **ACL or Australian Consumer Law** means the Australian consumer protection laws outlined in Schedule 2 of the Competition and Consumer Act 2010 (Cth), as amended from time to time.
106. **Business Day** means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays, and public holidays.
107. **Confidential Information** means information that:
- 107.1. Is disclosed by one party (Disclosing Party) to the other party (Receiving Party) in connection with these Terms, whether directly or indirectly;
 - 107.2. Relates to the business, assets, or affairs of the Disclosing Party; or
 - 107.3. Pertains to the subject matter of, the terms of, or any transactions contemplated by these Terms, regardless of whether the information is marked as "confidential" or reduced to tangible form.
108. **Consequential Loss** means any loss or damage that:
- 108.1. Does not arise naturally or directly from a breach, act, or omission, whether or not such loss was foreseeable or within the contemplation of the parties at the time they entered into these Terms; and/or
 - 108.2. Includes, without limitation, any anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use, or loss or corruption of data.
 - 108.3. However, it is agreed that your obligation to pay us the fees under these Terms will not be considered "Consequential Loss."
109. **Consumer Law Rights** has the meaning given in clause 85-89.
110. **Disclosing Party** means the party that discloses Confidential Information to the Receiving Party.
111. **Force Majeure Event** means any event or circumstance beyond a party's reasonable control, including but not limited to:
- 111.1. Acts of God such as natural disasters (e.g., fire, earthquake, flood), civil unrest, terrorism, war, or pandemics (e.g., COVID-19 and its variants);
 - 111.2. Acts of government or regulatory authorities that impede performance;

- 111.3. Other similar events that prevent or delay performance of obligations under these Terms.
112. **Intellectual Property Rights or Intellectual Property** means all existing and future rights granted by statute, common law, equity, or other legal principles in relation to:
- 112.1. Copyright, designs, patents, trademarks, domain names, know-how, inventions, processes, trade secrets, circuit layouts, software, computer programs, databases, or source codes;
- 112.2. Any applications or rights to apply for registration of the above; and
- 112.3. Improvements, modifications, or enhancements of the above, whether registered or unregistered.
113. **Laws** means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits, licenses, and directives from any governmental or regulatory authority applicable to these Terms or the provision of services.
114. **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding, or judgment arising under statute, contract, equity, tort (including negligence), indemnity, or otherwise, whether direct or indirect, present or future, contingent or otherwise, involving either a party to these Terms or a third party.
115. **Medical Certificate** means an online document issued by a registered health practitioner through our platform based on a telehealth consultation, confirming the patient's health status and any need for absence from work or other obligations.
116. **Moral Rights** has the meaning given in the Copyright Act 1968 (Cth) and includes similar rights in any jurisdiction globally.
117. **New Materials** means all Intellectual Property developed, adapted, modified, or created by us, you, or your respective Personnel in connection with these Terms or the provision of services, including any improvements or enhancements, but excluding Our Materials and Your Materials.
118. **Our Materials** means all Intellectual Property owned by or licensed to us, including any improvements or enhancements, but excluding New Materials and Your Materials.
119. **Personnel** means, with respect to a party, any of its employees, consultants, suppliers, subcontractors, or agents, excluding the other party.
120. **Receiving Party** means the party receiving Confidential Information from the Disclosing Party.
121. **Records** means all relevant records related to your online medical certificate request or specialist referral request.

122. **Services** has the meaning given in the Disclaimers section.
123. **Specialist Referral** means a referral letter issued by a Practitioner through our platform to a medical specialist.
124. **Specialist Referral Services** has the meaning given in the Disclaimers section.
125. **Third Party Provider(s)** means third parties providing services such as IT support, CRM services, or hosting services.
126. **Third Party Medical Provider(s)** means third parties, including doctors, medical practitioners or specialists, to whom you are referred for medical services or consultations, including those providing pathology or imaging services.
127. **Third-Party Reliance** means any reliance by an employer, educational institution, or other third party on the validated medical certificate for any purpose, which remains the responsibility of the third party, and for which we assume no liability.
128. **Underage Patients** means individuals under the age of 18 years. Our services, including medical certificates, are not available to underage patients, and we do not issue medical certificates for individuals below this age threshold.
129. **Validation Services** means the review of existing medical certificates for the purpose of confirming their authenticity and accuracy based solely on the documentation and information provided by you and the original issuer. Validation Services do not constitute a new medical consultation or assessment.
130. **Your Materials** means all Intellectual Property owned or licensed by you or your Personnel before the Commencement Date (unrelated to these Terms) or developed independently of these Terms, including any improvements, modifications, or enhancements, but excluding Our Materials and New Materials.